



REQUEST FOR PROPOSALS TITLE PAGE

Include This Page as the First Page in Your Proposal Response

**City of Lynchburg, Virginia
Procurement Division**



Proposal Title: COST ESTIMATING AND VALUE ENGINEERING SERVICES

The City of Lynchburg (City) is issuing **Request for Proposals No. 13-846, dated May 20, 2013**, on behalf of the Lynchburg City School Board (LCS). Direct all inquiries for information to: Stephanie Suter; stephanie.suter@lynchburgva.gov; Phone: 434-455-3963; Fax: 434-845-0711. All requests for clarification of or questions regarding this RFP must be made in writing and received by 2:00 p.m., May 30, 2013. All responses to this solicitation shall be in strict accordance with the requirements set forth in this document and the ensuing contract documents. Any alteration or changes to this Request for Proposals (RFP) will be made only by written addendum issued by the City of Lynchburg's Procurement Division.

Sealed proposals will be publicly accepted prior to **4:00 p.m., Thursday, June 6, 2013**, however only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. All Offerors are responsible for obtaining issued addenda from the City's Procurement Division website: www.lynchburgva.gov/current-solicitations.

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s):
See Section I.B. for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: () _____

_____ Fax: () _____

Signature: _____

Typed or Printed Name, Title

City's Procurement Manager's Signature

I. SUBMISSION OF PROPOSALS

- A. **An original (1), so marked, and (3) copies, so marked, for a total of (4)** of your proposal document are required. In addition, submit one (1) copy of proposal in an electronic format, either floppy disk or CD in Microsoft Word format or PDF file format must also accompany your proposal. LCS will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, LCS will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for LCS to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- B. **Submission of Proprietary Information**
Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342 F. of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. LCS reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the Successful firm. LCS reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- E. By submitting a proposal response, the Offeror agrees that the **proposal response will not be withdrawn for a period of 180 days** following the due date for proposal responses.
- F. By submitting a proposal response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with LCS.
- G. By submitting a proposal response, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. LCS will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal response. All proposals submitted will become the property of LCS.

II. GENERAL INFORMATION AND OBJECTIVE

The City of Lynchburg and Lynchburg City Schools are seeking proposals from qualified experienced construction consulting firms interested in providing independent construction cost estimating and value engineering for a 265,000 square foot new construction high school. Offerors should have both architect/engineering consulting and business consulting skill sets, as well as experience and working knowledge of K-12 construction cost estimating and value engineering.

The contract for design services of the new Heritage High School has been awarded to Moseley Architects, and the schematic design phase has been completed. A copy of the initial design and floor plan is attached.

III. SCOPE OF WORK

The intent of this Request for Proposal is to obtain services from qualified firms duly licensed to conduct business in the Commonwealth of Virginia. The services to be provided under this Contract may include but shall not be limited to the following.

A. Cost Estimating Services:

1. Preparation of independent construction cost estimates are needed at the 100% design development phase and the 75% construction document stage.
2. Provide cost estimates across all divisions of construction as defined by the Construction Standards Institute Master Format current edition contained within the project.
3. Must be able to prepare cost estimates that may be used to characterize the dollar value of the entire project and major subcomponents (for example: athletic fields, indoor track, auditorium, etc.) of the project, as well as estimates that may be used in the financial community in support of project funding.
4. Provide cost estimating support in the analysis of value engineering initiatives.
5. Develop special cost reports as needed.

B. Preliminary Value Engineering:

1. Participate in an organized effort to analyze the functions of systems, equipment, facilities, services, and supplies for the purpose of achieving the essential functions at the lowest life cycle cost consistent with the required performance, reliability, quality, and safety of the Heritage High School project.
2. Provide a value engineering review during the construction document development phase. The timing of the review will be determined after consultation with the selected Offeror.

MANDATORY REQUIREMENTS:

1. Compliance with all applicable terms of this RFP and the subsequently negotiated Contract.
2. Compliance with all applicable standards of the associated profession.
3. Compliance with all applicable Federal, State and local laws.

IV. PROPOSAL PREPARATION

The proposal response must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities as detailed below. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. Proposals should not exceed Fifty (50) pages and be in 12 point font (one sided only). All pages should be numbered.

Offerors should organize their proposals using the format described below:

A. Title Sheet

Furnish the information requested on the **REQUEST FOR PROPOSALS TITLE PAGE** of this solicitation and include it as the first page of your proposal response. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided. **Offeror's shall specify in the introductory cover sheet the section(s) containing trade secrets or proprietary information.**

B. Project Methodology

Briefly describe your firm's general approach to providing these services (use exhibit if appropriate). Provide a list of resources and tools used to develop accurate and efficient cost estimates and indicate their access to up to date information regarding real time construction costs for K-12 education in Virginia.

C. Project Schedule

Offeror shall provide evidence of availability to meet critical deadlines throughout the design process. The Offeror shall submit a detailed schedule for tasks to be preformed including time for presentations, critical points in the process and consultations with LCS staff.

D. Experience of the Offeror in Providing Services

Provide a history of the Offeror's experience providing cost estimating and value engineering services to public K-12 organizations in Virginia for capital improvement projects in excess of \$25 million that cover work including utilities, infrastructure, transportation, site, athletic facilities, landscape, architectural/structural, mechanical, electrical or additional items as needed for specialty uses or facilities.

Provide a description of the firm's organizational structure, including resumes of the principals, project manager(s) and other key staff. Include experience of key individuals to be assigned to this contract, emphasizing their education, professional certifications, awards and publications, and experience and qualifications in working on projects of similar scope and size. Show only experience directly related to their assigned duties under the proposed contract. Having registered architects and engineers on the firm's team as well as staff with business and/or accounting degrees is highly desirable.

Provide any other information that you believe would make the firm's work on behalf of the City and Schools superior to that of other firms, or provide information about your firm's specialty or particular skill to perform a specific requested service.

If any subcontractor firms will be used, they should be identified and their qualifications included in the proposal response.

F. References

Provide a list of clients for whom similar services have been provided and dates when the service was provided. Include client contact name, address, telephone number, email address, and description of type of services performed.

V. CRITERIA FOR PROPOSAL EVALUATION AND METHOD OF AWARD

Evaluation Criteria

The following criteria will be used in the evaluation and rating of proposals for the selection of a firm for the proposed project:

- A. Approaches in methodology with respect to the anticipated scope of services that demonstrate maximum comprehension of and ability to provide such services. (30 points)
- B. Credentials and experience of Offeror and employees to be assigned. (20 points)

- C. Demonstrated knowledge of cost estimating and value engineering in K-12 education projects. (30 points)
- D. Innovative or outstanding work by firm that demonstrates the firm's unique qualifications to provide cost estimating and value engineering services. (10 points)
- E. Number, complexity, and nature of prior cost estimating and value engineering projects handled by the firm. (10 points)

Method of Award

Following evaluation of the written proposals as submitted, selection and interviews shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3, (or more). Negotiations shall then be conducted with the firm ranked number 1 in an attempt to reach an agreement to provide the services. After negotiations have been conducted with the top ranked firm, if an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations begun with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated and the services resolicited. Should LCS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

VI. GENERAL TERMS AND CONDITIONS

A. Conduct on School Grounds

1. Fraternization between staff of the successful firm and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.
6. As a condition of awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students on school property during regular school hours or during school-sponsored activities, the school board will require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

B. Subcontracting and Assignment of Work

The successful firm shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of LCS. A description of any work the Offeror proposes to subcontract shall be submitted to LCS for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to LCS for all work performed by any subcontracting firm or special consultant.

C. Payment for Services

Payments to the successful firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to LCS. The successful firms records and documentation supporting such invoices shall be made available to LCS upon reasonable request. The successful firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.

D. Independent Successful firm

The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of LCS.

E. Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Successful firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice shall be given to Lynchburg City Schools Superintendent, 915 Court Street, Lynchburg, VA 24504 with a copy to the City's Procurement Manager, 900 Church Street, Lynchburg, Virginia. The Successful firm agrees to notify LCS immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

F. Termination and Ownership of Documents

LCS reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the date of termination.

The Successful firm agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of LCS upon completion of the work or termination of the CONTRACT. LCS shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

G. Annual Appropriations

It is understood and agreed that this contract shall be subject to annual appropriations by the City of Lynchburg City Council and Lynchburg City School Board. Should either fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should one fail to make annual appropriations for this contract.

H. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of the Commonwealth of Virginia.

All services shall be performed in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including Environmental Protection Agency (EPA), Virginia Department of Environmental Quality, Virginia Department of Transportation (VDOT), State Health Department, Virginia Occupational Safety and Health Agency (VOSHA) and OSHA rules and regulations.

Any legal proceedings arising out of the contract resulting from this RFP, its interpretations, or its performance shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

I. Additional Services

LCS may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

J. Serveability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

K. Licenses and Permits

The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

L. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Successful firm agrees as follows:

- a. The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Successful firm will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

M. Payments to Successful firms

In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

1. Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:
 - (a) The Successful firm shall, within seven days after receipt of any payments from LCS pursuant to this Contract, either:
 - (1) Pay the subcontractor for the proportionate share of the total payment received from LCS attributable to the goods or services provided by the subcontractor; or
 - (2) Notify LCS, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to LCS shall be given to: Lynchburg City Schools Superintendent, 915 Court Street, Lynchburg, VA 24504.
 - (b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from LCS for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.
 - (d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of LCS.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

N. Contractual Claims

Any claims by a contractor or anyone claiming on the contractor's behalf against LCS arising under or relating to any contract between LCS and the contractor shall only be resolved as described in the City of Lynchburg's

Procurement Ordinance Sec. 18.1-7 Alternative policies on claims in lieu of Va. code § 2.2-4363, Va. code § 2.2-4364 E, and Va. code § 2.2-4365 through § 2.2-4366.

O. Taxes

The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of LCS. LCS shall be held harmless for same by the Successful firm.

P. Indemnification

To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify LCS and all of its officials, agents and employees from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

Q. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of LCS.

R. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless LCS from any cost, expense, damage or loss incurred in any manner by LCS on account of such alleged infringement.

S. Responsibility for Property

The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

T. Insurance

The selected firm shall be required to maintain in force such insurance, in amounts acceptable to LCS, as will protect himself and LCS from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Automobile Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish LCS with an original Certificate of Insurance upon request. The Certificate should name LCS as additional insured. The selected firm shall notify LCS at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

HHS Schematic Design

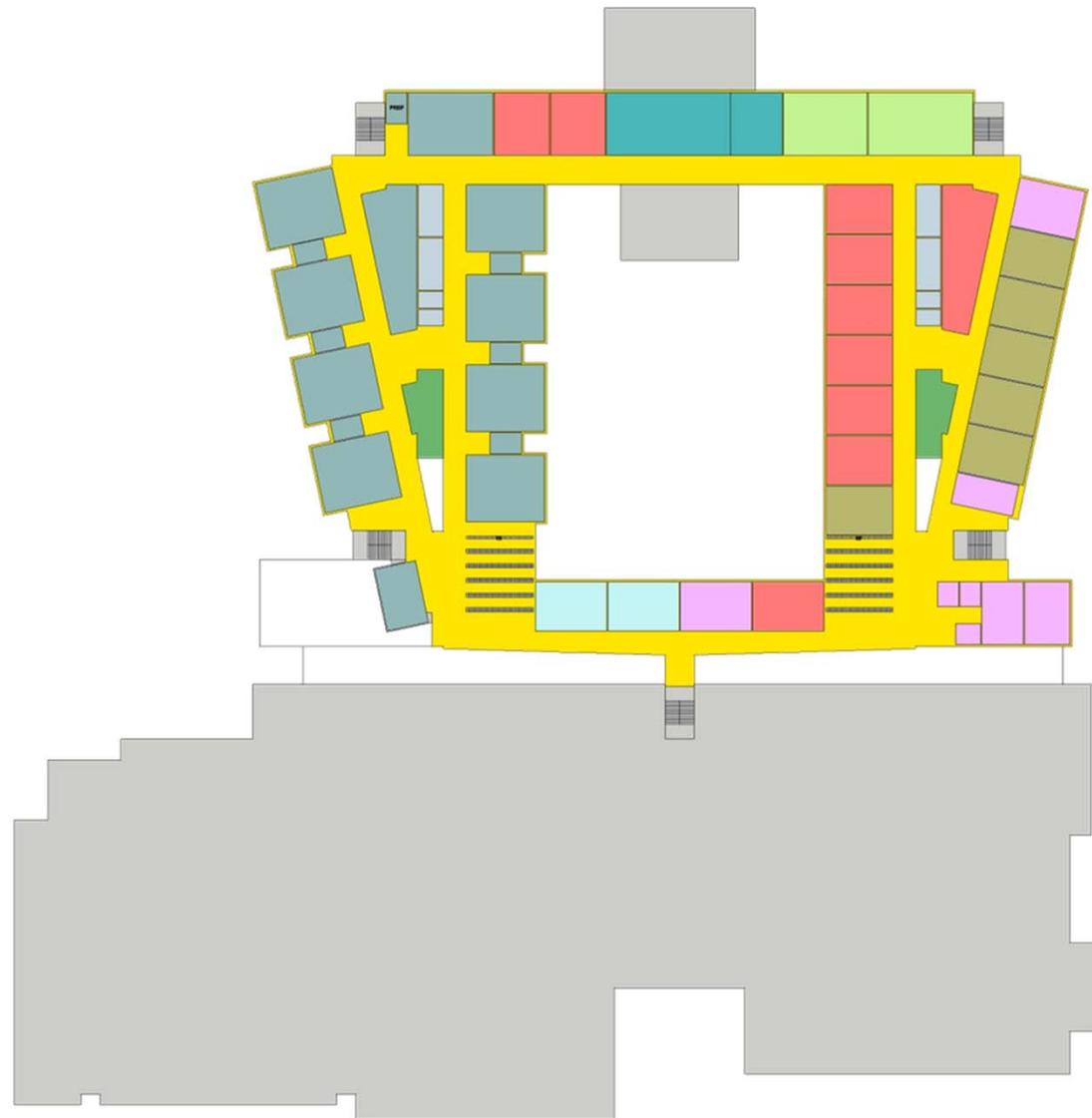


SITE PLAN



SITE PLAN

- ENGLISH
- FOREIGN LANGUAGE
- MATH
- SOCIAL STUDIES
- SCIENCE
- SPECIAL EDUCATION
- GUIDANCE
- P.E. / HEALTH / ATHLETICS
- ART
- MUSIC
- CTE & JR. ROTC
- MEDIA CENTER
- ADMIN & CLINIC
- AUDITORIUM
- DINING / COMMONS / KITCHEN
- TOILETS & SUPPORT
- MECH / ELEC / RECEIVING
- GOV SCHOOL



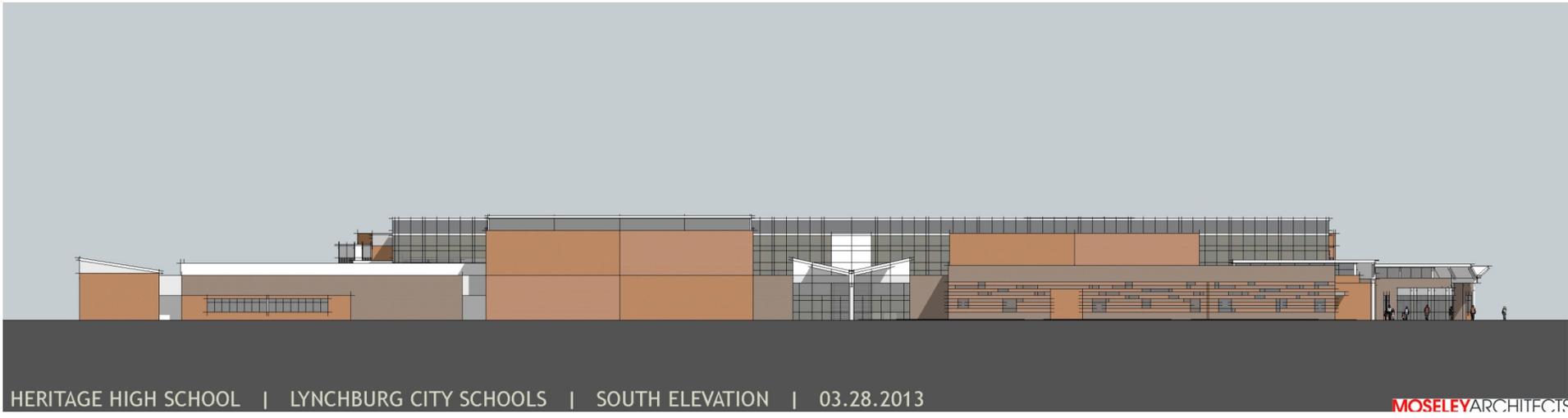
LEVEL 2 PLAN



MOSELEYARCHITECTS



MOSELEYARCHITECTS

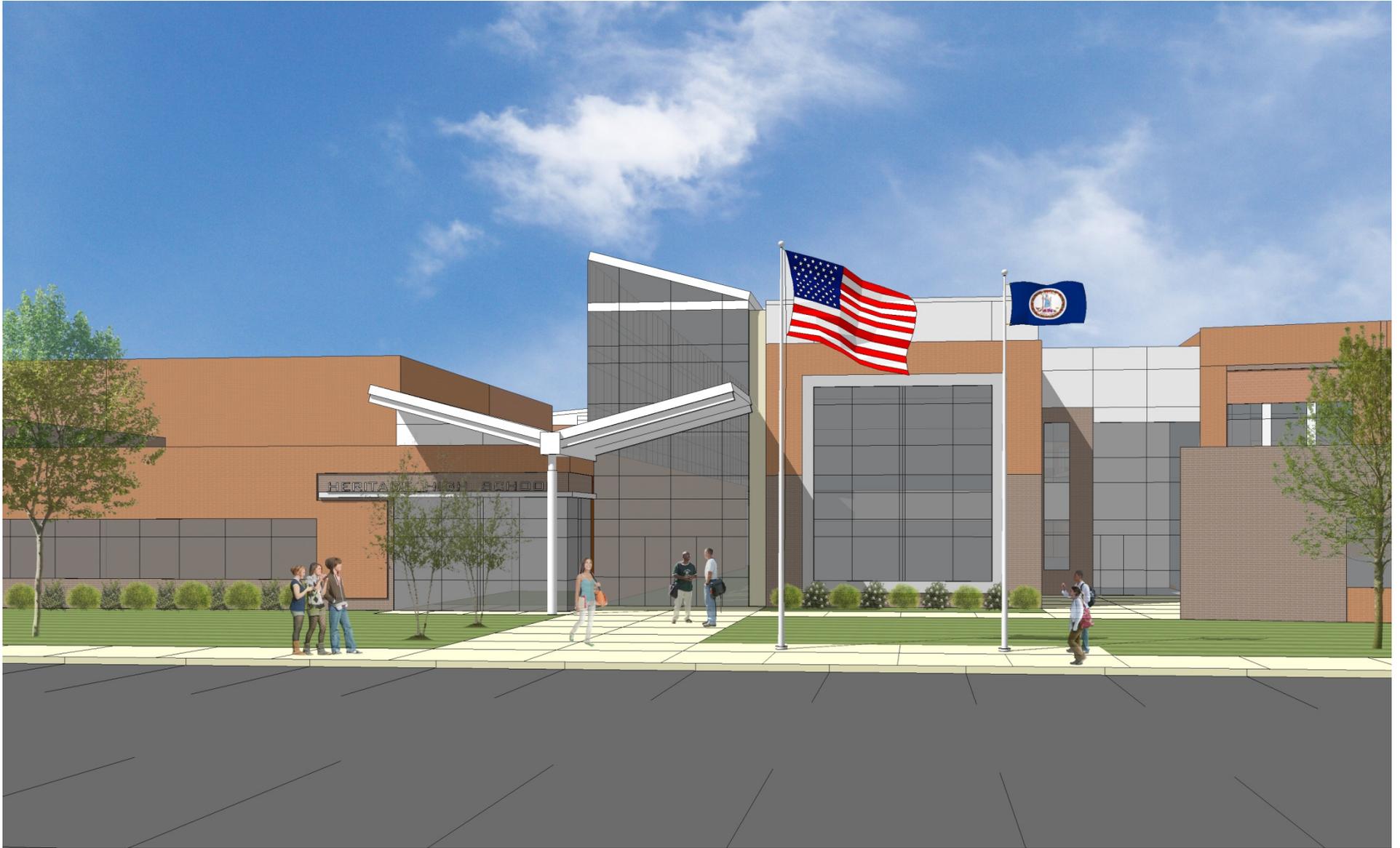




VIEW OF MAIN ENTRY



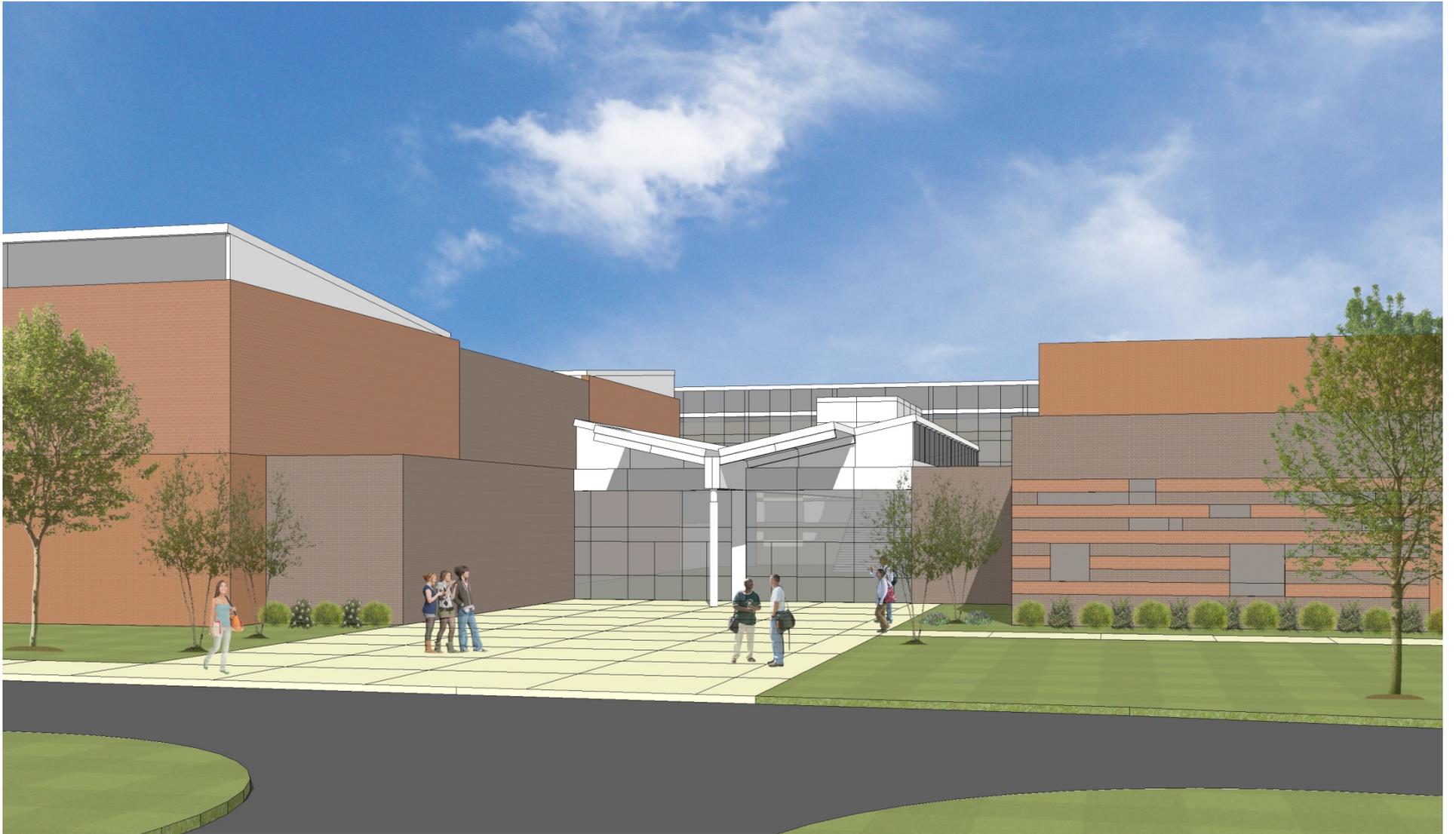
VIEW OF MAIN ENTRY



VIEW OF MAIN ENTRY



VIEW OF BUS ENTRY



VIEW OF COMMONS ENTRY